

**Stratford Housing Authority
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Date: February 07 2013

To: Connecticut State Joint Committee on Housing

Re: Written Testimony Regarding SB 334, HB 5621, HB 5619

From: Kevin S. Nelson
Executive Director
Stratford Housing Authority
295 Everett Street
Stratford, Connecticut 06615

I am writing in regarding SB 334, HB 5621, and HB 5619 regarding the issue of bed bugs.

I do not think you need separate legislation for bed bugs or, for that matter, legislation at all, unless you want to legislate lease clauses that bind the tenant and the Authority to a collaborative effort for all types of pest infestation. Bed bug infestation is just one of several infestations which include rodents, squirrels, roaches, etc. that private home owners, apartment owners and public housing authorities all have to deal with.

Infestations of this nature are not caused per se by the housing authorities but are usually caused by a tenant. Someone or something has to bring it in, cause it to be brought in, or not prevent it from entering.

Instead of legislation, I think this matter is best resolved through lease language. The lease should be structured such that that the landlord has an obligation to maintain the unit and the tenant must be compliant, and not interfere, with any pest control effort of the Authority.

The Stratford Housing Authority has clear language in its State Leases and its rules and regulations stating the obligations of the tenant in regard to infestations. The Authority will effect the extermination but the tenant lease can be terminated for failure of the tenant to timely report an infestation, for causing or exacerbating the infestation, or for interfering with any pest control effort. Further, the tenant can be charged appropriately

for unnecessary costs and expense incurred by the Housing Authority resulting from their non-cooperation and/or violating the lease provisions.

Tenants should be compelled to comply because pest control is a two party effort. For example, with a bed bug infestation especially, immediate reporting can help greatly mitigate the infestation. Also there are things only the tenant can do such as properly handle affected items such as bed sheets and other laundry items. Proper handling of these items can contribute greatly to the successful elimination of the problem. For roaches, the same thing applies. Tenants can properly report roach infestation and then make efforts to keep their apartment clean and free from food items and related products that attract roaches. For rodents and animals such as squirrels, mice, skunks, and raccoons for instance, the tenant needs to be aware that trying to feed stray cats or birds can result in attracting these animals.

If the tenant does their part, the Authority can do its part by implementing prompt extermination, educating the tenant regarding their role in the specific infestation, and, in the case of animals, making sure any entry ways used are properly closed and any animals properly trapped and removed. If all this is done, the problem can be brought under control.

The Authority's pest control effort will not be successful without the cooperation and assistance of the tenant. This cannot be put on the landlord alone. And again, pest infestation is a human problem, world-wide, not just a public housing authority or apartment owner problem. That being said, public housing authorities, apartment owners and tenants can approach this problem through a collaborative effort in which both parties are bound through the lease.

Also, I do not believe that Public Housing Authorities should be differentiated from apartment owners here and, if legislation is going to be enacted, it should be under the landlord tenant act. To separate Public Housing Authorities could further add to the stigma of public housing and seems to imply that their core program is something other than a real estate operation subject to the landlord tenant act. There has been some legislation in the past that has been little more than a redundant statement of responsibilities which already existed in the landlord tenant act.

Respectfully submitted